

TOLLING AGREEMENT

This Tolling Agreement (the “Agreement”) is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin, (“the “Slevin Group”), on the other hand, as of August 31, 2022 (the “Effective Date”).

WHEREAS NNA asserts that it has claims against the Slevin Group arising out of the conduct detailed in the Complaint attached as Exhibit 1 (referred to herein as the “Claims”); and

WHEREAS NNA and the Slevin Group (collectively referred to herein as the “Parties”) mutually desire to toll any applicable statutes of limitations so that the Parties may discuss and attempt to resolve the Claims in order to avoid the cost and necessity of litigation, if reasonably possible;

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. **Tolling Agreement.** The period (the “Tolling Period”) between the Effective Date of this Agreement and the Termination Date, as defined below in paragraph 2, will not be included in determining the applicability of expiration of any statute of limitations, laches, or any other defense based on the lapse of time (collectively, a “Timing Defense”) in any action or proceeding brought by any party to this Agreement against any other party to this Agreement. Apart from this specific tolling agreement, the Slevin Group does not waive, and specifically reserves, its right to assert any and all defenses to NNA’s claims, including any Timing Defenses that may

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have already accrued or may otherwise apply to NNA's claims without including the Tolling Period.

2. **Termination Date.** This Agreement shall remain in full force and effect until the earlier of (a) October 30, 2022; or (b) thirty (30) days following written notice sent by any Party of the termination of this Agreement (the "Termination Date"). Notice under this Agreement is sufficient if sent by email and shall be directed to counsel for the Parties as follows:

To NNA:

Gino Bulso
Bulso PLC
155 Franklin Road, Suite 400
Brentwood, TN 37027
615-913-5135
gbulso@bulso.com

To the Slevin Group:

Ira M. Levin
Burke, Warren, MacKay & Serritella, P.C.
330 North Wabash Avenue
21st Floor Chicago, Illinois 60611-3607
Telephone: (312) 840-7000
ilevin@burkelaw.com

A party may change the address at which it should be given notice by giving written notice of the change of address to the other party and to its counsel at the above addresses by certified mail, return receipt requested.

3. **Justifiable Reliance.** During the Tolling Period, NNA agrees to forebear from filing any claim in any forum against the Slevin Group or any member thereof. The Parties acknowledge and agree that each is justifiably and reasonably relying upon the terms and conditions set forth in this Agreement, that all unexpired Claims are subject to being tolled, and that this Agreement is enforceable in accordance with its

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terms.

4. **Preservation of Records.** The Parties agree that, during the Tolling Period, they shall honor their litigation preservation duties and responsibilities. This Agreement shall neither enlarge nor restrict any document preservation duties and responsibilities of either Party.

5. **No Admission.** Neither the execution of this Agreement nor any of the provisions herein shall operate in any way as an admission of fact, liability, or responsibility or participation in the case at issue by any Party in any way regarding the subject matter of this Agreement. Neither this Agreement nor any action taken pursuant to this Agreement shall be offered or received in evidence in any action or proceeding as an admission of fact, liability, or responsibility by any party.

6. **Governing Law.** This Agreement shall in all respects be construed and enforced in accordance with, and governed by, the laws of the State of Tennessee; provided, however, that by entering into this Agreement, the Slevin Group is not submitting to the jurisdiction of the State of Tennessee nor is it waiving any defense it has to personal jurisdiction in the State of Tennessee.

7. **Entire Agreement.** It is expressly understood and agreed that this Agreement contains the entire agreement and understanding of the Parties concerning the specific subject matter of this Agreement, and merges, supersedes, and replaces all prior discussions, understandings, negotiations, agreements, representations, conditions, warranties, covenants, and all other communications between the Parties, whether written or oral, relating to such subject matter.

8. **Waiver.** No provision herein may be waived unless in writing and signed by the Party or Parties whose rights are thereby waived. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

9. **Modification.** This Agreement may be modified or amended only by written agreement executed by all of the Parties.

10. **Successors.** This Agreement shall bind, and shall inure to the benefit of, the Parties and their respective heirs, successors, and assigns.

11. **Execution in Counterparts.** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. Delivery of this document by facsimile or electronic mail bearing the signature of a party's representative shall have the same effect as the original. Each Party represents and warrants that all legal action necessary for effectuation and execution of this Agreement has been validly taken and that the individuals whose signatures appear below on behalf of each Party are duly authorized to execute this Agreement on behalf of the respective Parties, and to bind them to the terms hereof.

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.

William A. Slevin

By: William A. Slevin
Its: President

Glendale Nissan, Inc.

William A. Slevin

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC

William A. Slevin

By: William A. Slevin
Its: Managing Member

William A. Slevin

FIRST AMENDMENT TO TOLLING AGREEMENT

This First Amendment to Tolling Agreement (the “Agreement”) is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin, (“the “Slevin Group”), on the other hand, as of October 21, 2022 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022; and

WHEREAS NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement;

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. **Termination Date.** Paragraph 2 of the Tolling Agreement is hereby amended such that “October 30, 2022” is hereby deleted from paragraph 2(a) and “November 30, 2022” is hereby substituted in its place.

2. **No Other Modifications.** Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.

William A. Slevin

By: William A. Slevin
Its: President

Glendale Nissan, Inc.

William A. Slevin

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC

William A. Slevin

By: William A. Slevin
Its: Managing Member

William A. Slevin

William A. Slevin

SECOND AMENDMENT TO TOLLING AGREEMENT

This Second Amendment to Tolling Agreement (the “Agreement”) is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin, (“the “Slevin Group”), on the other hand, as of November 28, 2022 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022; and

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the August 31, 2022 Tolling Agreement, as amended by the First Amendment to Tolling Agreement, hereinafter, the “Tolling Agreement”); and

WHEREAS NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement; and

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “November 30, 2022” is hereby deleted from paragraph 2(a) and “January 16, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:

By: William A. Slevin
Its: President

Glendale Nissan, Inc.:

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:

By: William A. Slevin
Its: Managing Member

William A. Slevin:

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Agreement as of the Effective Date.

Nissan North America, Inc.:

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:



By: William A. Slevin
Its: President

Glendale Nissan, Inc.:



By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:



By: William A. Slevin
Its: Managing Member

William A. Slevin:



THIRD AMENDMENT TO TOLLING AGREEMENT

This Third Amendment to Tolling Agreement is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin (“the “Slevin Group”), on the other hand, as of January 11, 2023 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022;

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the “First Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Second Amendment to Tolling Agreement effective November 28, 2022 (the “Second Amendment”) (the August 31, 2022 Tolling Agreement, as amended by the First Amendment and Second Amendment, hereinafter, the “Tolling Agreement”); and

WHEREAS, NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “January 16, 2023” is hereby deleted from paragraph 2(a) and “February 15, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan
By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:

William A. Slevin
By: William A. Slevin
Its: President

Glendale Nissan, Inc.:

William A. Slevin
By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:

William A. Slevin
By: William A. Slevin
Its: Managing Member

William A. Slevin:

William A. Slevin

FOURTH AMENDMENT TO TOLLING AGREEMENT

This Fourth Amendment to Tolling Agreement is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin (“the “Slevin Group”), on the other hand, as of February 9, 2023 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022;

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the “First Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Second Amendment to Tolling Agreement effective November 28, 2022 (the “Second Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Third Amendment to Tolling Agreement effective January 11, 2023 (the “Third Amendment”) (the August 31, 2022 Tolling Agreement, as amended by the First Amendment, Second Amendment, and Third Amendment, hereinafter, the “Tolling Agreement”); and

WHEREAS, NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “February 15, 2023” is hereby deleted from paragraph 2(a) and “March 3, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Fourth Amendment to Tolling Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:

By: William A. Slevin
Its: President

Glendale Nissan, Inc.:

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:

By: William A. Slevin
Its: Managing Member

William A. Slevin:

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this
Fourth Amendment to Tolling Agreement as of the Effective Date.

Nissan North America, Inc.:

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:



William A. Slevin

By: William A. Slevin
Its: President

Glendale Nissan, Inc.:



William A. Slevin ✓

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:



William A. Slevin

By: William A. Slevin
Its: Managing Member

William A. Slevin:



FIFTH AMENDMENT TO TOLLING AGREEMENT

This Fifth Amendment to Tolling Agreement is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin (“the “Slevin Group”), on the other hand, as of February 28, 2023 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022;

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the “First Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Second Amendment to Tolling Agreement effective November 28, 2022 (the “Second Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Third Amendment to Tolling Agreement effective January 11, 2023 (the “Third Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Fourth Amendment to Tolling Agreement effective February 9, 2023 (the “Fourth Amendment”) (the August 31, 2022 Tolling Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, hereinafter, the “Tolling Agreement”); and

WHEREAS, NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “March 3, 2023” is hereby deleted from paragraph 2(a) and “March 31, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Fifth Amendment to Tolling Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:

William A. Slevin *President*

By: William A. Slevin
Its: President

Glendale Nissan, Inc.:

William A. Slevin *President*

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:

William A. Slevin *Managing Member*

By: William A. Slevin
Its: Managing Member

William A. Slevin:

William A. Slevin

SIXTH AMENDMENT TO TOLLING AGREEMENT

This Sixth Amendment to Tolling Agreement is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin (“the “Slevin Group”), on the other hand, as of March 23, 2023 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022;

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the “First Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Second Amendment to Tolling Agreement effective November 28, 2022 (the “Second Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Third Amendment to Tolling Agreement effective January 11, 2023 (the “Third Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Fourth Amendment to Tolling Agreement effective February 9, 2023 (the “Fourth Amendment”)

WHEREAS, NNA and the Slevin Group entered into that certain Fifth Amendment to the Tolling Agreement effective February 28, 2023 (the “Fifth Amendment”) (the August 31, 2022 Tolling Agreement, as amended by the First

Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment hereinafter, the “Tolling Agreement”); and

WHEREAS, NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “March 31, 2023” is hereby deleted from paragraph 2(a) and “April 30, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Sixth Amendment to Tolling Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Director, Assistant General Counsel, Legal Department

Woodfield Nissan, Inc.:

By: William A. Slevin
Its: President

Glendale Nissan, Inc.:

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:

By: William A. Slevin
Its: Managing Member

William A. Slevin:

SEVENTH AMENDMENT TO TOLLING AGREEMENT

This Seventh Amendment to Tolling Agreement is entered into by and between Nissan North America, Inc. (“NNA”), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin (“the “Slevin Group”), on the other hand, as of April 17, 2023 (the “Effective Date”).

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022;

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the “First Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Second Amendment to Tolling Agreement effective November 28, 2022 (the “Second Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Third Amendment to Tolling Agreement effective January 11, 2023 (the “Third Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Fourth Amendment to Tolling Agreement effective February 9, 2023 (the “Fourth Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Fifth Amendment to the Tolling Agreement effective February 28, 2023 (the “Fifth Amendment”)

WHEREAS, NNA and the Slevin Group entered into that certain Sixth Amendment to the Tolling Agreement effective March 23, 2023 (the “Sixth Amendment”) (the August 31, 2022 Tolling Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment, hereinafter, the “Tolling Agreement”); and

WHEREAS, NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “April 30, 2023” is hereby deleted from paragraph 2(a) and “May 31, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this
Seventh Amendment to Tolling Agreement as of the Effective Date.

Nissan North America, Inc.:

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:



By: William A. Slevin
Its: President

Glendale Nissan, Inc.:



By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:



By: William A. Slevin
Its: Managing Member

William A. Slevin:



EIGHTH AMENDMENT TO TOLLING AGREEMENT

This Eighth Amendment to Tolling Agreement is entered into by and between Nissan North America, Inc. ("NNA"), on the one hand, and Woodfield Nissan, Inc., Glendale Nissan, Inc., Slevin Automotive Group, LLC, and William A. Slevin ("the Slevin Group"), on the other hand, as of May 19, 2023 (the "Effective Date").

WHEREAS NNA and the Slevin Group entered into that certain Tolling Agreement effective August 31, 2022;

WHEREAS, NNA and the Slevin Group entered into that certain First Amendment to Tolling Agreement effective October 21, 2022 (the "First Amendment");

WHEREAS, NNA and the Slevin Group entered into that certain Second Amendment to Tolling Agreement effective November 28, 2022 (the "Second Amendment");

WHEREAS, NNA and the Slevin Group entered into that certain Third Amendment to Tolling Agreement effective January 11, 2023 (the "Third Amendment");

WHEREAS, NNA and the Slevin Group entered into that certain Fourth Amendment to Tolling Agreement effective February 9, 2023 (the "Fourth Amendment");

WHEREAS, NNA and the Slevin Group entered into that certain Fifth Amendment to the Tolling Agreement effective February 28, 2023 (the "Fifth Amendment");

WHEREAS, NNA and the Slevin Group entered into that certain Sixth Amendment to the Tolling Agreement effective March 23, 2023 (the “Sixth Amendment”);

WHEREAS, NNA and the Slevin Group entered into that certain Seventh Amendment to the Tolling Agreement effective April 17, 2023 (the August 31, 2022 Tolling Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, and Seventh Amendment hereinafter, the “Tolling Agreement”); and

WHEREAS, NNA and the Slevin Group wish to modify paragraph 2(a) of the Tolling Agreement.

NOW, THEREFORE, in furtherance of the mutual desires set forth above, and in consideration of the mutual covenants and conditions set forth below, the Parties hereby agree as follows:

1. Termination Date. Paragraph 2 of the Tolling Agreement, as amended, is hereby amended such that “May 31, 2023” is hereby deleted from paragraph 2(a) and “June 30, 2023” is hereby substituted in its place.

2. No Other Modifications. Except as modified in paragraph 1 *supra*, the Tolling Agreement shall continue in effect in accordance with its terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties hereto have executed and delivered this Eighth Amendment to Tolling Agreement as of the Effective Date.

Nissan North America, Inc.:

Justin O'Sullivan

By: Justin O'Sullivan
Its: Senior Counsel, Legal Department

Woodfield Nissan, Inc.:

William A. Slevin

By: William A. Slevin
Its: President

Glendale Nissan, Inc.:

William A. Slevin

By: William A. Slevin
Its: President

Slevin Automotive Group, LLC:

William A. Slevin

By: William A. Slevin
Its: Managing Member

William A. Slevin:

William A. Slevin